

**Office of the Illinois State Treasurer  
Alexi Giannoulas**

**Request for Proposals for External Investment Consultant**

**July 23, 2007**

**I. Introduction:**

State Treasurer Alexi Giannoulas is requesting proposals from investment consultants to conduct a complete and thorough review of the policies, practices and procedures for the investment of: (1) all State monies under the control of the Office of the Illinois State Treasurer and (2) all local government monies invested by the Treasurer as the administrator of the Illinois Funds local government investment pool.

Upon expiration of this term, the Treasurer, in his discretion, may elect to extend the relationship for a period of time with terms agreed upon by the parties, consistent with Procurement Regulations.

**II. Services:**

The External Investment Consultant ("Consultant") will be responsible for analyzing the investment portfolios, the investment policies, and the investment practices and procedures utilized by the investment staff to invest the assets of the State and the Illinois Funds.

The review shall include, but not be limited to, the following: (1) the types of investments, (2) the asset allocation of the portfolios, (3) performance relative to both benchmarks and peer groups, (4) efficiency and effectiveness of investment practices and procedures. Specific attention should be paid to review the current authorized investments and investment restrictions and how they compare to those of other states and governmental agencies.

Following the review of the current practices of the Treasurer's office, the Consultant will be required to make recommendations to the Treasurer as well as the Treasurer's staff and advisors. The Treasurer expects the recommendations to include modifications to the approved investments, investments policies, asset allocations, and benchmarks. The Treasurer is also seeking recommendations regarding the policies and practices of investment staff.

**III. Mandatory Teleconference:**

A mandatory teleconference will be held at 2:00 p.m. central time on August 1, 2007. For those wishing to attend in person, the conference will originate in Springfield at 300 W. Jefferson Street. All attendees must email a letter of their intention to participate, designating whether they will attend in person or via telephone, to the attention of Ed Buckles at [ebuckles@treasurer.state.il.us](mailto:ebuckles@treasurer.state.il.us) no later than 12:00 p.m. on July 30, 2007. All interested parties will receive a confirmation statement regarding their attendance, and those who will participate via telephone will receive instructions for calling into the teleconference. Questions regarding this RFP may be submitted in writing prior to the teleconference as provided in Section VIII(C). However, responses will not be binding upon the RFP unless they are provided by the Treasurer in writing. The Treasurer will accept written questions until 4:00 p.m. on August 6, 2007, and written responses will be posted on the Treasurer's website at [www.treasurer.il.gov](http://www.treasurer.il.gov) on or before 4:00 p.m. on August 10, 2007.

#### IV. Schedule:

July 23, 2007 Monday	RFP to be published on the Treasurer's website ( <a href="http://www.treasurer.il.gov">www.treasurer.il.gov</a> ).
July 30, 2007 Monday	Letter of Intention to Participate in Teleconference Due by 12:00 p.m.
August 1, 2007 Wednesday	<b>Mandatory Bidder's TeleConference – 2:00 p.m.</b> Jefferson Terrace Building, 3 <sup>rd</sup> Floor 300 West Jefferson Street Springfield, IL 62702
August 6, 2007 Monday	All Questions Pertaining to the RFP Due by 4:00 p.m.
August 10, 2007 Friday	All Answers to Questions Received will be Posted to the Treasurer's Website by 4:00 p.m.
August 20, 2007	Responses to the RFP Due by 2:00 p.m.

#### V. Evaluation Factors:

A committee will objectively evaluate proposals. Responses will be evaluated based on the following criteria:

- Ability to perform the required services, determined by general and specific experience in providing these services, and a record of past performance of similar work;
- Pricing; and
- An in-person interview.

## **VI. Project Term:**

The Treasurer will require these services from October 1, 2007 through June 30, 2008. Upon expiration of this term, the Treasurer, in his discretion, may elect to extend the relationship for a period of time with terms agreed upon by the parties, consistent with Procurement Regulations.

## **VII. Contents of Responses:**

Each response must contain the following:

- A. A cover letter with the following information:
  - 1. The name, address, e-mail address and telephone number of the person or persons available for contact concerning your response and who is authorized to make representations on behalf of you or your organization.
  - 2. A statement indicating that, with the submission of your response, you understand that you are making an offer to the Illinois State Treasurer that is binding from the response opening date of August 20, 2007 until November 20, 2007.
- B. Responses must be submitted in a sealed envelope or package bearing the title "State Treasurer's Request for Proposals for External Investment Consultant Services." The package must include one original and five (5) copies of the response and pricing.
- C. Description of relevant experience, past performance of similar work, professional affiliations and the qualifications and training of proposed personnel who will be responsible for providing the services.
- D. Amount of compensation for services, either as a lump sum, by hourly rate or by percentage of sale. Included should be a breakdown of costs charged by eBay, where applicable, and fees for your professional services. These figures should include all fees/costs that Treasurer shall be responsible for. Pricing must be submitted in a separate envelope and included with your response.
- E. Disclosure of any litigation or disciplinary action taken against the firm or its present or former employees regarding investment advice or activity.
- F. The name, address, and telephone number of references for which proposer currently provides, or has in the past provided, similar services. The Treasurer is especially interested in similar situated references.
- G. Responses must include a complete description of your proposed services and an acknowledgement that you agree to the contractual provisions stated in Section IX.

H. A fully executed Financial Interest and Potential Conflicts of Interest Disclosure Form A.\*

I. A fully executed Contract and Procurement Related Information Form B.\*

J. A fully executed Disclosure Form C.\*

K. A fully executed State Certification Form.\*

**\* Documents are attached at the end of RFP.**

## **VIII. RFP Policies and Procedures:**

### **A. Agency Project Contact:**

Mr. Edward Buckles  
Chief Procurement Officer  
Illinois State Treasurer's Office  
300 West Jefferson Street  
Springfield, Illinois 62702  
Phone: (217) 782-6540  
Fax: (217) 524-3822  
E-mail Address: [ebuckles@treasurer.state.il.us](mailto:ebuckles@treasurer.state.il.us)

### **B. Response Deadline:**

*All responses must be received by mail or messenger no later than 2:00 p.m., Monday August 20, 2007, to Mr. Edward Buckles at the address provided in Section A above. Responses may not be received via fax or e-mail.*

### **C. Questions About this RFP**

You must submit any questions regarding this RFP *prior to the submission of your Response*. You are encouraged to prepare these questions in writing and send them by mail, facsimile or e-mail to the Chief Procurement Officer at the address or number provided in Section A above.

### **D. Internet/E-mail Communications**

The Treasurer may communicate with responders via e-mail. Each proposer should provide an e-mail address with its proposal for ease of communication throughout this RFP process.

### **E. Modifications to RFP**

Any modification that may alter a specification, term or condition to this RFP will be effective only in a written communication from the Treasurer.

## **F. Amendments**

If this RFP is amended, the Treasurer will post the formal written amendments to the Treasurer's website at [www.treasurer.il.gov](http://www.treasurer.il.gov).

## **G. Responders' Costs**

The cost of developing a response to this RFP belongs solely to you and may not be charged to the Treasurer or the State.

## **H. Withdrawal/Modification to Response**

A responder may, by a letter or e-mail to the Chief Procurement Officer at the address provided in Section A above, withdraw or modify a submitted proposal prior to the Proposal Submission Date.

## **I. Response is an Offer**

A submitted response received on August 20, 2007, by the Treasurer's Office is a binding offer, which is valid until November 20, 2007.

## **J. Responses Are State Property**

Upon receipt by the Treasurer's Office, all submitted responses will become the property of the State of Illinois.

## **K. Chief Procurement Officer May Cancel RFP**

If the Chief Procurement Officer determines that it is in the State's best interest, he reserves the right to do any of the following:

- Cancel this RFP;
- Modify this RFP in writing as needed; or
- Reject any or all proposals received in response to this RFP.

## **L. Additional Information**

The Treasurer, or his designee, reserves the right to request additional information and to meet with you or your agents to discuss your response before or after submission.

## **IX. Contractual Terms:**

You must specifically agree to each contractual provision set forth below.

#### **A. Contractual Responsibility**

If chosen to provide the services under this RFP, you will be contractually responsible for all services provided.

#### **B. Illinois Law**

Any agreement made in connection with this RFP is governed in all respects by the laws of the State of Illinois.

#### **C. Terms of Contract**

The Treasurer will require these services for one year. Upon expiration of this term, the Treasurer, in his discretion, may elect to extend the relationship for a period of time with terms agreed upon by the parties, consistent with Procurement Regulations

#### **D. Confidentiality and Security Requirements**

You are prohibited from using or disclosing confidential information received while providing these services. Confidential information includes all information but the following:

- (i) information already known or independently developed by the recipient;
- (ii) information required to be released by law;
- (iii) information in the public domain through no wrongful act of the recipient; and
- (iv) information received by the recipient from a third party who is free to disclose it.

#### **E. Subcontracting**

You may not use subcontractors in the performance of the services of this RFP.

#### **F. Indemnification**

You will be required to indemnify, save and hold harmless, the Treasurer, his officers, agents and employees against any liability, including costs and expenses, for violation of general, proprietary rights, copyrights or rights of privacy of third parties arising out of the publications, translation, reproduction, delivery, use or disposition of any data furnished in response to this request, or based upon any libelous or any unlawful matter contained therein. You shall indemnify and hold the Treasurer harmless from and against any and all losses, including but not limited to losses due to your negligent acts, omissions, or willful acts.

## **G. Assignment**

You may not assign the services to a third party. The Treasurer may unilaterally bind any successor of the provider to the terms and conditions of the agreement to be entered into between the parties.

## **H. Termination**

### **a. Termination Without Cause:**

The Treasurer may elect to terminate this agreement at any time upon three calendar days notice. Upon termination, the Treasurer will pay for work satisfactorily completed prior to the date of termination as determined in a reasonable manner.

### **b. Termination for Cause/Reduction of Fees:**

Notwithstanding any foregoing language to the contrary, the Chief Procurement Officer may terminate this Agreement with the approval of the Treasurer and subject to the determination of the General Counsel under any of the following circumstances:

- (1) You fail to furnish satisfactory performance within the time specified.
- (2) You fail to perform any of the provisions of this contract or so fail to make progress as to endanger the performance of this contract in accordance with its terms.
- (3) Any services provided under the contract are rejected and are not promptly cured by you or repeatedly rejected even though you offer to cure services promptly.
- (4) There is sufficient evidence to show that fraud, collusion, conspiracy, or other unlawful means were used to obtain the contract.
- (5) You are guilty of misrepresentation in connection with another contract for services to the State and cannot be reasonably depended upon to fulfill your obligations under any of your contracts with the State.
- (6) You are adjudged bankrupt or enter into a general assignment for the benefit of your creditors or receivership due to insolvency.
- (7) You disregard laws and ordinances, rules, or instructions of the Treasurer or his agents, act in violation of any provision of the Agreement, or act in conflict of any statutory or constitutional provision of the State of Illinois or the United States.
- (8) You commit any other breach of the contract to be entered into or commit other unlawful acts.

## **I. Work Product**

### **1. Ownership:**

Except as otherwise agreed to in writing, all work product including, but not limited to, documents, reports, data, information, and ideas specially produced, developed or designed by you under this Agreement for the Treasurer, whether preliminary or final, will become and remain the property of the Treasurer, including any copyright or service marks you developed on behalf of the Treasurer. The Treasurer shall have the right to use all such work product without restriction or limitation and without further compensation to you.

**2. Return of Materials:**

Within thirty (30) days after expiration or termination of the Agreement, you will deliver to Treasurer, or to a third party if so instructed by the Treasurer, all work product and information in your possession in the performance of this Agreement. If requested by the Treasurer, you shall certify in writing that all such work and information has been delivered to Treasurer.

**J. State Furnished Property**

Contractor shall be responsible for the security, protection, and return of all property furnished by the State of Illinois, including but not limited to, items, research materials, photographs, and drawings.

**K. State Certifications/Disclosures**

The contract to be agreed upon pursuant to this RFP will incorporate your fully executed State Certifications and Financial and Potential Conflicts of Interest Disclosure Forms.



## DISCLOSURES

### FINANCIAL INTEREST AND POTENTIAL CONFLICTS OF INTEREST (Disclosure Form A)

The Treasurer's Procurement Regulations (44 Ill. Adm. Code 1400.5035) require that contractors/offers desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflicts of interest information as specified below.

Contractor/offeror shall disclose the financial interest and potential conflicts of interest information identified in Sections 1 and 2 below as a condition of receiving an award or contract. Submit this information along with your bid, proposal or offer.

This requirement applies to contracts with an annual value exceeding \$10,000.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in both Sections 1 and 2 below.

#### Sec. 1. Disclosure of Financial Interest in the Contractor/Offeror

- a. If any individuals have one of the following financial interests in the contractor/offeror (or its parent), please check all that apply and show their name and address:

Ownership exceeding 5%	( )
Ownership value exceeding \$90,414.60	( )
Distributive Income Share exceeding 5%	( )
Distributive Income Share exceeding \$90,414.60	( )

Name: \_\_\_\_\_

Address: \_\_\_\_\_

- b. For each individual named above, show the type of ownership/distributable income share: sole proprietorship \_\_\_\_\_ stock \_\_\_\_\_ partnership \_\_\_\_\_ other (explain) \_\_\_\_\_.

- c. For each individual named above, show the dollar value or proportionate share of the ownership interest in the contractor/offeror (or its parent) as follows:

If the proportionate share of the named individual(s) in the ownership of the contractor/offeror (or its parent) is 5% or less, and if the value of the ownership interest of the named individual(s) is \$90,414.60 or less, check here ( )

If the proportionate share of ownership exceeds 5% or the value of the ownership interest exceeds \$90,414.60, show either.

The percent of ownership \_\_\_\_\_ %  
or  
The value of the ownership interest \$ \_\_\_\_\_

Sec. 2. Disclosure of Potential Conflicts of Interest. For each of the individuals having the level of financial interest identified in Section 1 above, check “Yes” or “No” to indicate which, if any, of the following potential conflicts of interest relationships apply. If “Yes,” please describe (use space under applicable section to explain your answers – attach additional pages as necessary).

- |    |  |              |             |
|----|--|--------------|-------------|
| a. | State employment, currently or in the previous 3 years, including contractual employment of services   | Yes<br>_____ | No<br>_____ |
| b. | State employment for spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.  | Yes<br>_____ | No<br>_____ |
| c. | Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois, or the statutes of the State of Illinois currently or in the previous 3 years.  | Yes<br>_____ | No<br>_____ |
| d. | Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.   | Yes<br>_____ | No<br>_____ |
| e. | Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. | Yes<br>_____ | No<br>_____ |
| f. | Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.   | Yes<br>_____ | No<br>_____ |
| g. | Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.  | Yes<br>_____ | No<br>_____ |
| h. | Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter.  | Yes<br>_____ | No<br>_____ |
| i. | Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of   | Yes<br>_____ | No<br>_____ |

State or any county clerk in the State of Illinois, or any political action committee with either the Secretary of State or the Federal Board of Elections.

j.	Relationship to anyone; spouse, father, mother, son, or daughter, who is or was a compensated employee in the last 2 years of any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.	Yes _____	No _____
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This disclosure is submitted on behalf of

\_\_\_\_\_  
(Name of Contractor/Offeror)

Official authorized to sign on behalf of contractor/offeror:

Name (printed) \_\_\_\_\_ Title  
\_\_\_\_\_

Signature \_\_\_\_\_ Date  
\_\_\_\_\_

DISCLOSURES  
OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION  
(Disclosure Form B)

The Treasurer's Procurement Regulations (44 Ill. Adm. Code 1400.5035) require that contractors/offers desiring to enter into certain contracts with the State of Illinois must disclose the information as specified below.

Contractor/offeror shall disclose the information identified below as a condition of receiving an award or contract.

This requirement is applicable to only those contracts with an annual value exceeding \$10,000.

You must submit this information along with your bid, proposal or offer.

- a. Contractor/offeror shall identify whether it has current contracts (including leases) with other units of State of Illinois government by checking "Yes" \_\_\_\_\_ or "No" \_\_\_\_\_.

If "Yes" is checked, identify each contract by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as necessary).

- b. Contractor/offeror shall identify whether it has pending contracts (including leases), bids, proposals, or other ongoing procurement relationships with other units of State of Illinois government by checking "Yes" \_\_\_\_\_ or "No" \_\_\_\_\_.

If "Yes" is checked, identify each such relationship by showing agency name and other descriptive information such as bid or project number (attach additional pages as necessary).

This disclosure is submitted on behalf of \_\_\_\_\_  
(Name of Contractor/Offeror)

Official authorized to sign on behalf of contractor/offeror:

Name (printed) \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## STATE CERTIFICATIONS

\_\_\_\_\_ (“CONTRACTOR”) makes  
the following certifications:

### **1.0 ANTI-BRIBERY.**

CONTRACTOR certifies that it is not barred from being awarded a contract or subcontract under Section 1400.5010 of the Treasurer’s Procurement Rules (44 Ill. Adm. Code 1400.5010).

### **2.0 BID-RIGGING/BID-ROTATING.**

CONTRACTOR certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 33E-4).

### **3.0 DRUG FREE WORKPLACE.**

This certification is required by Section 3 of the Drug Free Workplace Act (30 ILCS 580/3). The Drug Free Workplace Act, effective January 1, 1992, requires that CONTRACTOR shall not be considered for the purposes of being awarded a contract for the procurement of any services from the State unless CONTRACTOR has certified to the State that CONTRACTOR will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract and debarment of contracting opportunities with the State for at least one (1) year but not more than five (5) years.

CONTRACTOR certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
  - i. Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the grantee’s or contractor’s workplace.
  - ii. Specifying the actions that will be taken against employees for violation of such prohibition.
  - iii. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - a. abide by the terms of the statement; and
    - b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
  - i. the dangers of drug abuse in the workplace;
  - ii. CONTRACTOR’s policy of maintaining a drug free workplace;

- iii. any available drug counseling, rehabilitation, and employee assistance programs; and
  - iv. the penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by Section (a) to each employee engaging in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the Treasurer's Office within ten (10) days after receiving notice under part (b) of paragraph (iii) of Section (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in drug abuse assistance or rehabilitation program by, an employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- f. Assisting employees in selecting a course of action in the event of drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

#### **4.0 U.S. EXPORT ACT.**

CONTRACTOR certifies that neither CONTRACTOR nor any substantial-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 (50 U.S.C.A. App. § 2401 et seq.) or the regulations of the U.S. Department of Commerce promulgated under that Act.

#### **5.0 NON-DISCRIMINATION.**

CONTRACTOR certifies that it is in compliance with the State and Federal Constitutions, the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules that prohibit unlawful discrimination in performance of this Agreement and all other activities, including employment and other contracts. As a condition of receiving the Agreement, CONTRACTOR represents or certifies that services, programs and activities provided under the Agreement are and will continue to be in compliance with State and Federal Constitutions, the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, and all applicable laws that prohibit unlawful discrimination.

#### **6.0 AMERICANS WITH DISABILITIES ACT.**

CONTRACTOR certifies that it is in compliance with the Americans with Disabilities Act ("ADA") (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130) prohibit discrimination against persons with disabilities by the Treasurer, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving the Agreement, CONTRACTOR represents or certifies that services, programs and activities provided under the

Agreement are and will continue to be in compliance with the ADA.

**7.0 ILLINOIS HUMAN RIGHTS ACT.**

CONTRACTOR certifies that it is presently in compliance with all of the terms, conditions and provisions of Section 5/2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105), together with all rules and regulations promulgated and adopted pursuant thereto.

**8.0 FELONY.**

CONTRACTOR certifies that it has not been barred from being awarded a contract under Section 1400.5015 of the Treasurer's Procurement Rules (44 Ill. Adm. Code 1400.5015).

**9.0 FORMER EMPLOYMENT.**

CONTRACTOR has informed the Treasurer's Office in writing if CONTRACTOR was formerly employed by the Treasurer's Office and has received an early retirement incentive under Section 14-108.3 or 16-133.3 of the Illinois Pension Code (30 ILCS 105/15a).

**10.0 INDUCEMENT.**

CONTRACTOR has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has CONTRACTOR accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).

**11.0 REVOLVING DOOR PROHIBITION.**

CONTRACTOR certifies neither it or its employees and agents are in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30), which prohibits certain officers and their designees from engaging in procurement activities for a certain time period.

**12.0 REPORTING ANTICOMPETITIVE PRACTICES.**

CONTRACTOR shall report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, /50-45, /50-50).

**13.0 DISCRIMINATORY CLUB.**



CONTRACTOR agrees not to pay any dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payments of any dues or fees to a discriminating club as prohibited by Section 2 of the Discriminatory Club Act (775 ILCS 25/2).

#### **14.0 TAXPAYER IDENTIFICATION NUMBER AND LEGAL STATUS OF CONTRACTOR.**

CONTRACTOR shall be in compliance with applicable tax requirements and shall be current payment of such taxes. Under penalty of perjury, CONTRACTOR certifies that #\_\_\_\_\_ is its correct Taxpayer Identification Number and that it is doing business as a (please check one):

<input type="checkbox"/> Individual	<input type="checkbox"/> Real Estate Agent
<input type="checkbox"/> Partnership	<input type="checkbox"/> Government Entity
<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust or Estate
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Tax Exempt Organization
(IRS 501	as (a) only)
<input type="checkbox"/> Not-for-Profit Corporation	<input type="checkbox"/> Medical and Health Care
	Services Provider

Corporation

#### **15.0 LICENSE.**

CONTRACTOR, directly or through its employees, shall have and maintain any license required by this Agreement.

#### **16.0 APPROPRIATION.**

This Agreement is subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation to make payments under the terms of the contract.

#### **17.0 RECORDS RETENTION.**

CONTRACTOR shall maintain, for as a minimum of three (3) years after the termination of this Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement; this Agreement and all books, records, and supporting documents related to this Agreement shall be available for review and audit by the Auditor General and the Treasurer; CONTRACTOR agrees to cooperate fully with any audit conducted by the Auditor General or the Treasurer and to provide full access to all relevant materials. The three-(3)-year period shall be extended for the duration of any audit in progress during the term. Failure to maintain the books, records and supporting

documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

#### **18.0 CONFLICTS OF INTEREST.**

CONTRACTOR has disclosed, and agrees that it is under a continuing obligation to disclose to the Treasurer financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest that would prohibit CONTRACTOR from having or continuing the Agreement. Conflicts of interest include, but are not limited to, conflicts under Section 1400.5020 of the Treasurer's Procurement Rules (44 Ill. Adm. Code 1400.5020) and Section 50-30 of the Illinois Procurement Code (30 ILCS 500/50).

#### **19.0 LATE PAYMENTS.**

Late payment charges, if any, shall not exceed the formula established in the Illinois Prompt Payment Act (30 ILCS 540/1) and the Illinois Administrative Code (74 Ill. Adm. Code 900).

#### **20.0 LIABILITY.**

The State's liability for damages is expressly limited by and subject to the provisions of the Illinois Court of Claims Act (705 ILCS 505/1) and to the availability of suitable appropriations.

#### **21.0 DEBT DELINQUENCY.**

CONTRACTOR certifies that it is not barred from being awarded a contract under the Illinois Procurement Code (30 ILCS 500). Section 50-11 of the Illinois Procurement Code prohibits a person from entering into a contract with the Treasurer's Office if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 of the Illinois Procurement Code prohibits a person from entering into a contract with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. CONTRACTOR further acknowledges that the Treasurer's Office may declare the Agreement void if this certification is false or if CONTRACTOR or any affiliate is determined to be delinquent in payment of any debt during the term of the Agreement.

#### **22.0 EDUCATIONAL LOAN DEFAULT.**

CONTRACTOR certifies that it is not barred from being awarded a contract under the Educational Loan Default Act (5 ILCS 385). Section 3 of the Educational Loan

Default Act prohibits an individual from entering into a contract with the Treasurer's Office if that individual is in default of an educational loan. CONTRACTOR further acknowledges that the Treasurer's Office may declare the Agreement void if this certification is false or if CONTRACTOR is determined to be in default of an educational loan during the term of the Agreement.

### **23.0 FORCE MAJEURE.**

Failure by either party to perform its duties and obligations shall be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.

### **24.0 ANTITRUST ASSIGNMENT.**

CONTRACTOR hereby assigns, sells and transfers to the State of Illinois all right, title and interest in and to any claims and causes of action arising under antitrust laws of Illinois or the United States relating to the subject matter of the Agreement.

### **25.0 PROHIBITION OF GOODS FROM FORCED LABOR.**

CONTRACTOR certifies that it is not barred from being awarded a contract under the State Prohibition of Goods from Forced Labor Act (30 ILCS 583). Section 10 of the State Prohibition of Goods from Forced Labor Act prohibits a contractor from entering into a contract with the Treasurer's Office if that contractor knew that the foreign-made equipment, materials, or supplies furnished to the State were produced in whole or part by forced labor, convict labor, or indentured labor under penal sanction. CONTRACTOR further acknowledges that the Treasurer's Office may declare the Agreement void if this certification is false or if CONTRACTOR is determined to have known that the foreign-made equipment, materials, or supplies furnished to the State during the term of the Agreement were produced in whole or part by forced labor, convict labor, or indentured labor under penal sanction.

### **26.0 PROHIBITION OF GOODS FROM CHILD LABOR.**

CONTRACTOR certifies in accordance with Public Act 94-0264 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12.

### **27.0 SARBANES-OXLEY ACT AND ILLINOIS SECURITIES LAW.**

CONTRACTOR CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT UNDER THE ILLINOIS PROCUREMENT CODE (30 ILCS 500). SECTION 50-10.5 OF THE ILLINOIS PROCUREMENT CODE PROHIBITS A BUSINESS FROM BIDDING OR ENTERING INTO A CONTRACT WITH THE TREASURER'S OFFICE IF THE BUSINESS OR ANY OFFICER,

DIRECTOR, PARTNER, OR OTHER MANAGERIAL AGENT OF THE BUSINESS HAS BEEN CONVICTED OF A FELONY UNDER THE SARBANES-OXLEY ACT OF 2002 OR A CLASS 3 OR CLASS 2 FELONY UNDER THE ILLINOIS SECURITIES LAW OF 1953 FOR A PERIOD OF FIVE (5) YEARS FROM THE DATE OF CONVICTION. CONTRACTOR FURTHER ACKNOWLEDGES THAT THE TREASURER'S OFFICE MAY DECLARE THE AGREEMENT VOID IF THIS CERTIFICATION IS FALSE OR IF CONTRACTOR OR ANY OFFICER, DIRECTOR, PARTNER, OR OTHER MANAGERIAL AGENT OF CONTRACTOR IS DETERMINED TO HAVE BEEN CONVICTED OF A FELONY UNDER THE SARBANES-OXLEY ACT OF 2002 OR A CLASS 3 OR CLASS 2 FELONY UNDER THE ILLINOIS SECURITIES LAW OF 1953 DURING THE TERM OF THE AGREEMENT.

## **28.0 DISPUTES.**

ANY CLAIM AGAINST THE STATE ARISING OUT OF THIS AGREEMENT MUST BE FILED EXCLUSIVELY WITH THE ILLINOIS COURT OF CLAIMS (705 ILCS 505/1). THE STATE SHALL NOT ENTER INTO BINDING ARBITRATION TO RESOLVE ANY AGREEMENT DISPUTE. THE STATE OF ILLINOIS DOES NOT WAIVE SOVEREIGN IMMUNITY BY ENTERING INTO THIS AGREEMENT. ANY PROVISION CONTAINING A CITATION TO AN ILLINOIS STATUTE (CITED "ILCS") MAY NOT CONTAIN THE COMPLETE STATUTORY LANGUAGE. THE OFFICIAL TEXT, WHICH IS INCORPORATED BY REFERENCE, MAY BE FOUND IN THE APPROPRIATE CHAPTER AND SECTION OF THE ILLINOIS COMPILED STATUTES. AN UNOFFICIAL VERSION MAY BE VIEWED AT [WWW.ILGA.GOV](http://WWW.ILGA.GOV).

## **29.0 THIRD-PARTY PAYMENTS.**

CONTRACTOR certifies that no fee was paid to a third-party in expectation of being awarded a contract by the Treasurer.

## **30.0 MOST FAVORABLE TERMS.**

If more favorable terms are granted by the CONTRACTOR to any similar governmental agency in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable supplies or services, the more favorable terms will be applicable under the Agreement between the Treasurer's Office and the CONTRACTOR.

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CONTRACTOR

By:

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Signature

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Name

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Title

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Date

**DISCLOSURE FORM C  
FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS  
STATEMENT**

Executive Order of the Treasurer 07-01 requires a Vendor desiring to enter into contracts with an aggregate value exceeding \$10,000, to be paid from appropriations or expenditure authority under the sole jurisdiction of the Treasurer, to disclose political contributions made by the Vendor to the Treasurer or to a political committee established to promote the candidacy of the Treasurer.

Vendor shall disclose the information identified below as a condition of receiving an award or contract. **Vendor shall submit a completed disclosure at the time of submittal of the bid, proposal, or offer in a sealed envelope addressed to the attention of David Wells, Executive Inspector General of the Treasurer, 300 West Jefferson, Springfield, Illinois 62702. Questions concerning Disclosure Form C may be directed to Executive Inspector General David Wells at (217)557-1972.**

**Definitions:**

**“Affiliated person”** means any person with an ownership interest or distributive share of the bidding entity in excess of 5%, and executive employees of the bidding entity, and the spouse and minor children of any such persons.

**“Affiliated entity”** means any subsidiary of the bidding entity, any member of the same unitary business group or any political committee for which the bidding entity is the sponsoring entity as defined in the Election Code. (See definition of “sponsoring entity” below.)

**“Member of the same unitary business group”** means the same as that term is defined in the Illinois State Income Tax Code, 35 ILCS 5/1501(a)(2).

**“Sponsoring entity”** means (i) any person, political committee, organization, corporation, or association that contributes at least 33% of the total funding of the political committee or (ii) any person or other entity that is registered or is required to register under the Lobbyist Registration Act and contributes at least 33% of the total funding of the political committee.

**“Vendor”** means the bidder or offerer and any “affiliated person” or “affiliated entity” of the bidder or offerer.

**Disclosure:**

**Vendor shall identify any and all persons with an ownership interest or distributive share of the bidding entity in excess of 5%, and any and all executive employees of the bidding entity, and the spouse and minor children of such persons.**

**Vendor shall identify any and all subsidiaries of the bidding entity, and any and all members of the same unitary business group as well as any political committee for which the bidding entity is the sponsoring entity.**

Vendor shall identify whether within the previous two years it made political contributions required to be reported under Article 9 of the Election Code (10 ILCS 5/9) to the Treasurer or to a political committee established to promote the candidacy of the Treasurer by checking

**YES** ☐ or **NO** ☐.

**If “yes” is checked, identify below each political contribution by listing the recipient of the contribution, the name and address of the contributor, and the dollar amount of the contribution. Attach additional pages as necessary.**

Vendor certifies that the information herein is true and correct. The Undersigned affirms, under penalty of perjury, that he or she is authorized to execute this disclosure on behalf of the Vendor.

Printed Name of Vendor \_\_\_\_\_

\_\_\_\_\_  
Requisition/Contract Number

\_\_\_\_\_  
Signature of Authorized Representative Date

\_\_\_\_\_  
Printed Name and Title